

STATE OF INDIANA 182794
LAKE COUNTY
FILED FOR RECORD (5) LD

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MARGARETTE CLEVELAND
RECORDER

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO
and Instrument Prepared by:
Stephen M. Alderman
GARFIELD & MEREL, LTD.
211 West Wacker Drive
Chicago, IL 60606

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COMMON ADDRESSES AND
TAX IDENTIFICATION NOS.
SEE EXHIBIT "B"

Chicago Title Insurance Company

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CROSS COLLATERALIZATION AND CROSS DEFAULT AGREEMENT

STOP

LUKE OIL CO., INC., an Indiana corporation;
LUKE TRANSPORT, INC., an Indiana corporation; and
ONE STOP FOOD MARTS, INC., an Indiana corporation
Borrower

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO



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CROSS COLLATERALIZATION AND CROSS DEFAULT AGREEMENT

This Cross Collateralization and Cross Default Agreement is entered into on the 30th day of October, 1995 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender"), LUKE OIL CO., INC. ("Luke Oil"), ONE STOP FOOD MARTS, INC. ("One Stop") and LUKE TRANSPORT, INC. ("Luke Transport"). For purposes hereof Luke Oil, One Stop and Luke Transport are collectively referred to as ("Borrower")

WHEREAS, Borrower has executed that certain Loan and Security Agreement dated April 26, 1993 in favor of and with Lender, as amended and modified from time to time; and

WHEREAS, in connection therewith Borrower has executed that certain \$850,000.00 Demand Note (Secured) dated September 26, 1995; and

WHEREAS, Borrower has executed that certain \$225,466.00 Installment Note (Secured) dated September 26, 1995 and secured by certain property and assets of Borrower including, without limitation, certain trucks and trailers as described therein; and

WHEREAS, Borrower has executed from time to time Uniform Commercial Code Form 1 and 2 Financing Statements which have been filed with the Secretary of State of Indiana and the Secretary of State of Illinois and recorded with the Recorders of Deeds of the Counties of Cook, Illinois and Lake, Jasper, Porter, LaPorte, Marshall and St. Joseph Counties, Indiana; and

WHEREAS, the collateral as described in that certain Loan and Security Agreement and the Uniform Commercial Code Financing Statements filed in connection therewith is described on Exhibit "A" hereto; and

WHEREAS, Borrower has executed that certain Mortgage Note dated November 11, 1993 in the original principal amount of \$1,500,000.00 as amended from time to time and which has been increased in amount to \$2,000,000.00 which Note is secured by a Mortgage and Security Agreement and Assignment of Rents and Leases recorded with the Recorded of Deeds of Lake County, Indiana as Document Nos. 93077825 and 93077826 respectively, as amended from time to time; and

WHEREAS, Borrower has executed that certain Promissory Note (Secured) in the original principal amount of \$4,600,000.00 dated August 9, 1993 which is secured, among other collateral, by that certain Mortgage and Security Agreement dated August 9, 1993 and that certain Assignment of Rents and Leases dated August 9, 1993 both of which were recorded in the Counties of Lake, Jasper, Porter, LaPorte and Marshall, Indiana (all as amended from time to time); and

WHEREAS, Borrower executed that certain \$425,000.00 Mortgage Note dated November 19, 1993 in favor of Lender and secured by that certain Mortgage and Security Agreement and that certain Assignment of Rents and Leases both recorded with the Recorder of Deed of St. Joseph County, Indiana on December 2, 1993 as Document No. 9349727 and 9349728, respectively; and

WHEREAS, on even date herewith Borrower has executed those certain Notes in the respective amounts of \$1,375,000.00, \$700,000.00 and \$825,000.00, all secured by each and all of the collateral for the above referenced loans as well as by certain property located in Hammond, Indiana; and

WHEREAS, the various real property securing the Mortgages referred to above and the other loans referred to above as listed on Exhibit "B" hereto and incorporated herein by this reference; and

WHEREAS, each and all of the foregoing referred to loans and any loans hereafter made by Lender to any of Borrower and any contingent obligations of Borrower to Lender are referred to collectively herein as the "Loans", all of the collateral and security for the repayment thereof are referred to collectively herein as the "Collateral" and any and all documents and instruments evidencing or securing the Loans are referred to collectively herein as the "Loan Documents".

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals set forth above are hereby made a part hereof and incorporated herein as if fully set forth.
2. All of the Collateral granted to Lender pursuant to any of the Loan Documents or otherwise is hereby pledged as additional collateral to secure each and all of the obligations of any of Borrower to Lender pursuant to any Loan Documents previously, now or hereafter executed by any of them including, without limitation, to further secure the obligations represented by any and all of said Loan Documents.
3. Any default or Event of Default under any of the Loan Documents or any other documents or instruments evidencing or related to any loan by Lender to any of Borrower shall constitute a default and Event of Default under each and all of the documents and instruments evidencing or securing any obligation of any Borrower to Lender including, without limitation, any of the Loan Documents.

4. The parties agree to execute any and all documents now or hereafter required by Lender to modify or amend the Loan Documents to reflect the agreement of the parties hereunder.
5. The parties hereto further mutually agree that all provisions, stipulations, powers and covenants contained in any of the said Loan Documents shall remain in full force and effect and unamended except as they may be deemed amended to effect the Cross Collateralization and Cross Default intended hereby.
6. It is expressly understood and agreed by and between the parties hereto that the agreements herein contain their entire agreement, shall bind and inure to the benefit of the respective heirs, executors, administrators, assigns and successors of the parties hereto.
7. The current balances of the Loans in the aggregate is \$9,933,528.19. Said amount, plus any additional advances and any future or additional Loans made by Lender to any of Borrower not to exceed \$12,000,000.00 in the aggregate, shall be deemed secured by all of the collateral and to be cross collateralized and cross defaulted as provided herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 30 day of October, 1995.

LENDER:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

BORROWER:

LUKE OIL CO., INC.

By: [Signature]

Its: [Signature]

EDWARD E. MELFECHIK

By: [Signature]

Thomas Collins, President



LUKE TRANSPORT, INC.

By: [Signature]

Thomas Collins, President

ONE STOP FOOD MARTS, INC.

By: [Signature]

Thomas Collins, President

STATE OF IND)
COUNTY OF Lake) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas M. Collins, as President of LUKE OIL CO., INC., an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of Oct, 1995.



STATE OF IND)
COUNTY OF Lake) SS

Notary Public
SUSAN M. DOWNING
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 10, 1999

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas M. Collins, as President of LUKE TRANSPORT, INC., an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of Oct, 1995.

Susan M. Downing
Notary Public

SUSAN M. DOWNING
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 10, 1999

STATE OF IND)
COUNTY OF Lake) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas^M. Collins, as President of ONE STOP FOOD MARTS, INC., an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of Oct, 1995.

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Notary Public

STATE OF ~~ILLINOIS~~ ^{IND})
COUNTY OF ~~COOK~~ ^{Lake}) SS

This Document is the property of
SUSAN M DOWNING
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 10, 1999

the Lake County Recorder

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Edward F. Milefchik, as VP of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of Oct, 1995.

Notary Public

SUSAN M DOWNING
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 10, 1999

EXHIBIT A

3.1 To secure the prompt payment to Bank of Borrower's Liabilities and the prompt, full and faithful performance by Borrower of all of the provisions to be kept, observed or performed by Borrower under this Agreement and/or the Other Agreements, Borrower grants to Bank a security interest in and to, and collaterally assigns to Bank, all of Borrower's property, wherever located, whether now or hereafter existing, owned, licensed, leased (to the extent of Borrower's ownership interest therein), arising and/or acquired, including without limitation all of Borrower's: (a) accounts, chattel paper, contract rights, leases, leasehold interests, letters of credit, instruments, documents, patents, copyrights, trademarks, tradenames, beneficial interests and general intangibles (sometimes hereinafter individually and collectively referred to as "Accounts"), and all goods whose sale, lease or other disposition by Borrower have given rise to Accounts and have been returned to or repossessed or stopped in transit by Borrower; (b) certificated and undercertificated securities; (c) goods, including without limitation all its consumer goods, machinery, equipment, farm products, fixtures and inventory; (d) documents and instruments; (e) liens, guaranties and other rights and privileges pertaining to any of the Collateral; (f) monies, reserves, deposits, deposit accounts and interest or dividends thereon, cash or cash equivalents; (g) all property now or at any time or times hereafter in the possession or under the control of Bank or its bailee; (h) all accessions to the foregoing and all substitutions, renewals, improvements and replacements of and additions to the foregoing; (i) all books, records and computer records in any way relating to the Collateral herein described; and (j) all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the foregoing (individually and collectively, the "Collateral").



EXHIBIT R

LEGAL DESCRIPTION

PARCEL 1: LOT 2, ISAKSON SQUARE, AS SHOWN IN PLAT BOOK 52, PAGE 44, IN LAKE COUNTY, INDIANA. Key No. 18-342-2 Tax Unit No. 42

3592 Randolph St., Hobart, INDIANA

PARCEL 2: PART OF THE SOUTH 4.075 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST 175 FEET; THENCE NORTH 150 FEET; THENCE WEST 175 FEET; THENCE SOUTH 150 FEET TO THE PLACE OF BEGINNING, EXCEPT THE WEST 50 FEET THEREOF. Key No. 40-89-12

5285 Broadway, Gary, Indiana Tax Unit No 25

the Lake County Recorder!

PARCEL 3: THE NORTH 180 FEET OF THE EAST 155 FEET OF THAT PART OF GOVERNMENT LOT 3 IN SECTION 24, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3; THENCE SOUTH 304 FEET; THENCE DUE WEST 435.2 FEET; THENCE NORTH 304 FEET; THENCE DUE EAST 435.2 FEET TO THE POINT OF BEGINNING. Key No. 49-40-73

2900 Burr Street, Gary INDIANA Tax Unit No. 41

PARCEL 4: LOT 6 AND LOT 7, RIFENBURG'S ADDITION TO HOBART, AS SHOWN IN PLAT BOOK 1, PAGE 5, IN LAKE COUNTY, INDIANA. Key Nos. 18-137-9 and 10

*270 N. Lake Park Ave.
HOBART INDIANA*

Tax Unit No. 27

PARCEL 5: LOT 1 AND LOT 2, BLOCK 3, PETERSON'S THIRD ADDITION TO EAST GARY, IN THE CITY OF LAKE STATION, AS SHOWN IN PLAT BOOK 12, PAGE 2, IN LAKE COUNTY, INDIANA, EXCEPT THAT PORTION CONVEYED TO THE STATE OF INDIANA IN WARRANTY DEED RECORDED APRIL 20, 1989, AS DOCUMENT NO. 032793. Key Nos. 20-91-1, 2 and 3

Tax Unit No. 14

3600 CENTRAL AVENUE, LAKE STATION, INDIANA

2198832291

08-03-93 12:21PM P003 #08

PARCEL 6: LOTS 13 AND 14, PETERSON'S SECOND ADDITION TO EAST GARY, IN THE CITY OF LAKE STATION, AS SHOWN IN PLAT BOOK 10, PAGE 12, IN LAKE COUNTY, INDIANA, EXCEPT THAT PORTION CONVEYED TO THE STATE OF INDIANA IN WARRANTY DEED RECORDED APRIL 20, 1989, AS DOCUMENT NO. 032793.

Key Nos. 20-88-13 and 14 Tax Unit No. 14 3602 Central Avenue
Lake Station, INDIANA

PARCEL 7: LOTS 1 TO 9, BOTH INCLUSIVE, BLOCK 4, F. D. BARNES GARY ADDITION TO HOBART, AS SHOWN IN PLAT BOOK 10, PAGE 27, IN LAKE COUNTY, INDIANA. Key Nos. 17-49-1, 3, 4, 6, 7, 8 and 9

Tax Unit No. 27 3211 W. 37th Ave
Hobart INDIANA

PARCEL 8: THE SOUTH HALF OF LOT 17 AND THE SOUTH HALF OF LOT 18, IN EGGLESTON'S SUBDIVISION NO. 1, IN THE TOWN OF WHEATFIELD, AS SHOWN ON PLAT RECORDED IN DEED RECORD 137, PAGES 204 AND 205, IN JASPER COUNTY, INDIANA.. Town of Wheatfield No. 017-0071-00

St. rd 49 N. of
St. rd 10, wheatfield

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PARCEL 9: A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, BEING A PART OF BLOCK 45 OF COUNCIL'S ADDITION OF 1883, TO THE TOWN, NOW CITY OF VALPARAISO, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER WHICH IS 1215.70 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (SAID EAST LINE HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES EAST); THENCE NORTH 80 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 127.5 FEET, MORE OR LESS, TO A PROJECTION OF THE WEST SIDE OF AN EXISTING 40 FOOT BY 125 FOOT OFFICE BUILDING, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES, MORE OR LESS, WEST A DISTANCE OF 130 FEET, MORE OR LESS, ALONG THE WEST SIDE OF SAID BUILDING AND BUILDING PROJECTION TO THE NORTH RIGHT OF WAY OF U. S. 30; THENCE ALONG SAID NORTH RIGHT OF WAY A CHORD BEARING OF NORTH 82 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 222 FEET, MORE OR LESS, TO THE CENTER LINE OF HORSE PRAIRIE AVENUE; THENCE NORTH 17 DEGREES 09 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 181.0 FEET; THENCE SOUTH 66 DEGREES 17 MINUTES 30 SECONDS EAST, A DISTANCE OF 165.2 FEET; THENCE SOUTH 80 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 39 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. Valparaiso Duplicate No. 01-32445 Burns Harbor Duplicate No. 25-19250 Liberty Township Duplicate No. 06-24203

US 30 & HORSE PRAIRIE AVENUE, VALPARAISO, INDIANA
PARCEL 10: A PART OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 20, THAT IS LOCATED 297.44 FEET SOUTHWESTERLY OF THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION AND CONTINUING SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE

A-2

TO THE WEST LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHWEST QUARTER SECTION TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION A DISTANCE OF 373.08 FEET (416.09 FEET BY DEED), MORE OR LESS, TO A POINT ON SAID SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, THAT IS DIRECTLY SOUTH OF THE POINT OF COMMENCEMENT, AND THENCE NORTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER, 267.5 FEET TO THE POINT OF COMMENCEMENT.

Valparaiso Duplicate No 01 32442 Burns Harbor Duplicate No 25-19250 Liberty Township Duplicate No 06-24203 298 Melton Rd (US 20) Burns Harbor IND.

PARCEL 11: A PARCEL OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24 AND RUNNING THENCE NORTH 40 RODS; THENCE EAST 20 RODS; THENCE SOUTH 40 RODS; THENCE WEST 20 RODS TO THE PLACE OF BEGINNING.

Valparaiso Duplicate No 01 32442 Burns Harbor Duplicate No 25-19250 Liberty Township Duplicate No 06-24203

PARCEL 12: THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN LAPORTE COUNTY, INDIANA: LOTS NINE (9), TWELVE (12) AND THIRTEEN (13) IN BLOCK ONE HUNDRED NINETEEN (119) IN LAND COMPANY'S ADDITION TO THE CITY OF MICHIGAN CITY, INDIANA, AS RECORDED IN DEED RECORD "B", PAGE 603, AND IN PLAT BOOK 3, PAGE 68.

Key # 42 01 32 277 019 - Michigan City 1811 FRANKLIN STREET, MICHIGAN CITY, INDIANA

PARCEL 13: PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 1 EAST, IN MARSHALL COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 1 EAST, 261.7 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST AT RIGHT ANGLES WITH SAID SECTION LINE 123.3 FEET; THENCE NORTH 27 DEGREES 49 MINUTES EAST 105 FEET TO THE SOUTHERLY LINE OF THE PLYMOUTH-LA PORTE ROAD; THENCE NORTH 53 DEGREES 34 MINUTES WEST ON SAID ROAD LINE 214.4 FEET TO THE ABOVE DESCRIBED WEST QUARTER SECTION LINE; THENCE SOUTH ON SAID LINE 220 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE WEST 12 FEET OF THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH AN EASEMENT FOR ROADWAY PURPOSES OVER THE FOLLOWING DESCRIBED PREMISES: A PART OF THE SOUTH ONE HALF OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 1 EAST AND LOT 2 IN YELLOW STONE FORK SUBDIVISION IN THE SOUTH ONE HALF OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 1 EAST IN MARSHALL COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2 IN YELLOW STONE FORK SUBDIVISION, 12 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 26, WHICH POINT IS ALSO ON THE NORTH LINE OF U. S. HIGHWAY #30; THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID SECTION 26, TO THE SOUTHERLY RIGHT OF WAY LINE OF PLYMOUTH-LA PORTE ROAD;

A-3

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT 12 FEET EAST OF THE CENTER LINE OF SAID SECTION 26, AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH AND PARALLEL TO THE CENTER LINE OF SAID SECTION 26, TO A POINT ON THE SOUTH LINE OF LOT 2 IN YELLOW STONE FORK SUBDIVISION AND THE NORTH LINE OF HIGHWAY NUMBER 30, 24 FEET EAST OF THE PLACE OF BEGINNING; THENCE WEST 24 FEET TO THE PLACE OF BEGINNING.

ALSO, A PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 1 EAST, WEST TOWNSHIP, MARSHALL COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH-SOUTH CENTER SECTION LINE A DISTANCE OF 190.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 71.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 111.30 FEET; THENCE SOUTH 27 DEGREES 39 MINUTES 17 SECONDS WEST A DISTANCE OF 57.75 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 81.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.154 ACRES OF AN ACRE, TOGETHER WITH AN ACCESS EASEMENT OF 12 FEET IN WIDTH, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH-SOUTH CENTER SECTION LINE A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 71.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 12 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 71.63 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

Parcel No 010-04280-00
Key No. 1026341047



16469 Lincoln Hwy
PLYMOUTH, INDIANA

A-4

Parcel 14

THE WEST 110.00 FEET OF THE EAST 200.00 FEET OF THE NORTH 150 FEET OF THE
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

13608 SOUTH AVENUE O
CHICAGO, ILLINOIS 60633

PIN: 26-31-420-006



10760:10770
Indianapolis Blvd
Hammond Indiana

Parcel 15

Part of Block 5 (now vacated), as marked and laid down on the plat of Roby and Shedd's Addition to Chicago, in the City of Hammond, Indiana, as the same appears of record in Plat Book 3 page 11, in the Office of the Recorder of Lake County, Indiana; a part of vacated 108th Street in said City; and a part of the Southwest Quarter of Section 36, Township 38 North, Range 10 West of the Second Principal Meridian; all of said parts being bounded and described as follows:

Beginning at the Southwest corner of said Quarter-Section; thence South 86 degrees 04 minutes 22 seconds East on the South line of said Quarter Section 433.71 feet to a point which is 433.00 feet Easterly, measured at right angles, from the West line (prolonged) of said Quarter Section; thence North 0 degrees 38 minutes 31 seconds East parallel with the West line of said Quarter Section 610.74 feet to the South line of original 108th Street; thence South 89 degrees 23 minutes 18 seconds East on the South line of original 108th Street 5.61 feet to the Northeastern line of a 66-foot road; thence South 17 degrees 43 seconds East on said Northeastern line 431.66 feet to a point of curve; thence Southeasterly on said Northeastern line on a curve to the left having a radius of 268.56 feet a distance of 7.88 feet to the principal point of beginning; thence North 8 degrees 37 minutes 33 seconds West 332.41 feet to a point which is 132.31 feet Southwesterly, measured at right angles, from the original centerline of Indianapolis Boulevard and 142.31 feet Southwesterly, measured at right angles, from the centerline of the existing pavement of said Boulevard; thence South 52 degrees 05 minutes 53 seconds East 215.94 feet; more or less, to the Southwestern line of Indianapolis Boulevard, which Southwestern line is 82.00 feet Southwesterly, measured at right angles, from said original centerline and 92.00 feet Southwesterly, measured at right angles, from the centerline of the existing pavement of said Boulevard; thence South 38 degrees 37 minutes 33 seconds East on the Southwestern line of Indianapolis Boulevard 183.50 feet, more or less, to the Northern line of 66-foot wide relocated 108th Street; thence South 51 degrees 22 minutes 27 seconds West on said Northern line of 108th Street 3.03 feet to a point of curve; thence Westerly on said curve to the right having a radius of 268.56 feet, an arc distance of 246.88 feet to the point of beginning.

Parcel 1b

Situate in St. Joseph County, State of Indiana:

Lot Numbered Two (2) as shown on the recorded Plat of Kaniewski
Minor Subdivision recorded February 1, 1990 in the Office of the
Recorder of St. Joseph County, Indiana, as Instrument No. 9002596
and re-recorded March 1, 1990 as Instrument No. 9004951.

Unit 18, K&L # 2184694005

1401 N. Bendix Drive

South Bend, Indiana

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STOP



Tax Key # 37-98-23
37-98-34

Tax Unit # 26

N.W. Corner of 112nd St +
5th Ave,
Hammond Indiana

Parcel 17

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, STATE OF INDIANA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 WITH THE FORMER EAST LINE OF THE INDIANA

EAST-WEST TOLL ROAD, SAID POINT BEING 851.06 FEET EASTERLY (DISTANCE QUOTED FROM DEED RECORD 1102, PAGE 438) FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH 00 DEGREES 38 MINUTES 31 SECONDS EAST ALONG THE FORMER AND PRESENT EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 1008.65 FEET TO A POINT ON THE CENTERLINE OF 112TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 1008.65 FEET TO A POINT; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 265.91 FEET TO A POINT; THENCE NORTH 27 DEGREES 48 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 1158.93 FEET TO A POINT ON THE ORIGINAL CENTERLINE OF INDIANAPOLIS BOULEVARD; THENCE SOUTH 38 DEGREES 37 MINUTES 14 SECONDS EAST ALONG THE ORIGINAL CENTERLINE OF SAID INDIANAPOLIS BOULEVARD A DISTANCE OF 436.40 FEET TO A POINT; THENCE SOUTH 27 DEGREES 48 MINUTES 46 SECONDS WEST PARALLEL WITH AND 400 FEET EAST OF THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 726.63 FEET TO A POINT ON THE CENTERLINE OF VACATED 110TH STREET; THENCE SOUTH 89 DEGREES 18 MINUTES 14 SECONDS EAST ALONG THE CENTERLINE OF SAID VACATED 110TH STREET A DISTANCE OF 405.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 965 FEET TO A POINT, SAID POINT BEING 355 FEET NORTH OF THE CENTERLINE OF 112TH STREET; THENCE NORTH 89 DEGREES 23 MINUTES 14 SECONDS WEST A DISTANCE OF 168 FEET TO A POINT; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST A DISTANCE OF 50 FEET TO A POINT; THENCE SOUTH 89 DEGREES 23 MINUTES 14 SECONDS EAST A DISTANCE OF 168 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 175 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 14 SECONDS WEST A DISTANCE OF 168 FEET TO A POINT; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST A DISTANCE OF 130 FEET TO A POINT ON THE CENTERLINE OF SAID 112TH STREET; THENCE NORTH 89 DEGREES 23 MINUTES 14 SECONDS WEST ALONG THE CENTERLINE OF SAID 112TH STREET A DISTANCE OF 735.91 FEET TO THE POINT OF BEGINNING.